

CITY OF GALLUP
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:
POWER PURCHASE AGREEMENT AND ASSET PURCHASE OPTION
FOR A
10 MW AC SOLAR PHOTOVOLTAIC GENERATION FACILITY
WITHIN CITY LIMITS OF THE CITY OF GALLUP, NEW MEXICO

RFP NO. 2015/2016/05/P



CITY OF
GALLUP

KEY RFP DATES

Request for Proposal (RFP) Issued:	November 20, 2015
Mandatory Pre-proposal Meeting:	December 7, 2015 at 11:00 AM MST
Acknowledgement of Receipt Due:	December 10, 2015
Question/Clarifications Due by:	December 18, 2015
Proposals Due:	December 30, 2015 at 2:00 PM MST
Evaluation Period Ends:	January 29, 2016

Advertisement For Proposals

City of Gallup, New Mexico

Request for Proposals (RFP) No. 2015/2016/05/P:

**POWER PURCHASE AGREEMENT AND ASSET PURCHASE OPTION
FOR A
10 MW AC SOLAR PHOTOVOLTAIC GENERATION FACILITY
WITHIN CITY LIMITS OF THE CITY OF GALLUP, NEW MEXICO**

Public Notice is hereby given the City of Gallup, New Mexico ("City") is seeking proposals from solar power generation developers and/or wholesale power marketers to provide a long term power purchase agreement for all of the electric energy output from a 10 MW AC Solar Photovoltaic Generation Facility to be developed, constructed and operated by such developers or marketers to be located on property owned by the City of Gallup and interconnected to the City of Gallup Electric Utilities distribution system. The City is seeking proposals which will provide a path to ownership of the plant in compliance with its current wholesale power supply contracts. The power generated and purchased from the facility will be supplemental wholesale power and integrated with the current wholesale power supplies under existing power purchase agreements with Continental Divide Electric Cooperative ("CDEC") and Western Area Power Administration ("WAPA"). The power purchased from an agreement subsequent to this RFP will be used to serve network load requirements of the City's Electric Utility.

There will be **MANDATORY** Pre-proposal meeting on December 7, 2015 at 11:00 AM MST at the Gallup City Council Chambers at City Hall, 110 W. Aztec Avenue, Gallup NM 87301. The Pre-proposal meeting will include a mandatory site visit for all interested parties. Any proposals received from parties failing to attend the mandatory Pre-proposal meeting and site visit will be deemed unresponsive and will be returned unopened.

As more particularly set out in the RFP documents, copies of which may be obtained at the City of Gallup, Purchasing Division, 110 W. Aztec Avenue, Gallup NM 87301; or contact Frances

Rodriguez Ph: (505) 863-1334 or frodriguez@gallupnm.gov. An electronic copy may be obtained at the City's website: www.gallupnm.gov/bids. You may direct all questions and concerns relating to this project with Frances Rodriguez via email at frodriguez@gallupnm.gov.

Qualifications-based/best value competitive sealed proposals will be received by the City of Gallup, Purchasing Division through **December 30, 2015 at 2:00 PM MST**. Proposals must be sealed and plainly marked with **RFP No. 2015/2016/05/P**. No FAXED OR ELECTRONICALLY TRANSMITTED proposals will be accepted; proposals submitted AFTER the specified date and time will NOT be considered and will be returned unopened.

Dated this 18th day of November, 2015

By: /S/ Jackie McKinney, Mayor

Published: Gallup Independent, Saturday November 21, 2015
Albuquerque Journal, Sunday November 21, 2015

(For Contracting Agency's Use Only)

Newspaper: _____ Publish: _____ Check No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§13-1-113) and published in a newspaper of general circulation in the area.]

Acknowledgement Of Receipt Of Proposal

RFP No. 2015/2016/05/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Thirty-Six (36) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on December 10, 2015. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form by fax or email to: City of Gallup Purchasing Division:

Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 722-5133 Fax
fr Rodriguez@gallupnm.gov

Please return this form by December 10, 2015

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SECTION 1: INFORMATION FOR PROPOSERS

1.1 About Gallup New Mexico

The City of Gallup New Mexico (“Gallup” or “City”) was founded in 1881 as a headquarters along the construction right of way for the southern transcontinental rail route, and draws its name from David L. Gallup, a paymaster for the Atlantic and Pacific Railroad. The City was incorporated in 1891 in the territory of New Mexico. The City owns and operates its own electric distribution utility and is not listed under the entities regulated by the New Mexico Public Regulatory Commission (PRC). The City purchases its wholesale electric power supply under two separate contracts. The majority of its load is served from resources provided under contract with Continental Divide Electric Cooperative (“CDEC”) and a smaller portion of the load is served by Western Area Power Administration (“WAPA”). The City does not currently generate any energy to serve its electric network load requirements. Currently, all of the City’s electric power supply is delivered along Public Service Company of New Mexico (“PNM”) transmission lines with a portion also utilizing Tri-State Generation and Transmission (“Tri-State”) power lines to reach two of the City’s five substations where it is distributed throughout the Gallup system to commercial and residential customers. The City has the ability, under their power contracts with WAPA and CDEC, to construct and operate or purchase the output from a power generation facility directly interconnected with the City’s distribution facilities. The annual energy production from the facility may not exceed 10% of the average annual City customers’ aggregate energy consumption.

1.2 Brief Development Opportunity Description

Gallup is immediately seeking proposals from qualified firms to finance, design, construct, commission, operate and maintain a 10MW AC photovoltaic solar plant on a City-owned site for interconnection to the Gallup Electric Utility distribution system. The City wishes to purchase all of the energy production output of the facility for a term of 5, 7 or 10 years. At the end of such term Gallup shall have the opportunity to purchase the facility at a pre-determined price. Gallup’s ultimate ownership of the plant will be in compliance with its current power contracts and said ownership shall take place at the times and under conditions necessary to remain in such

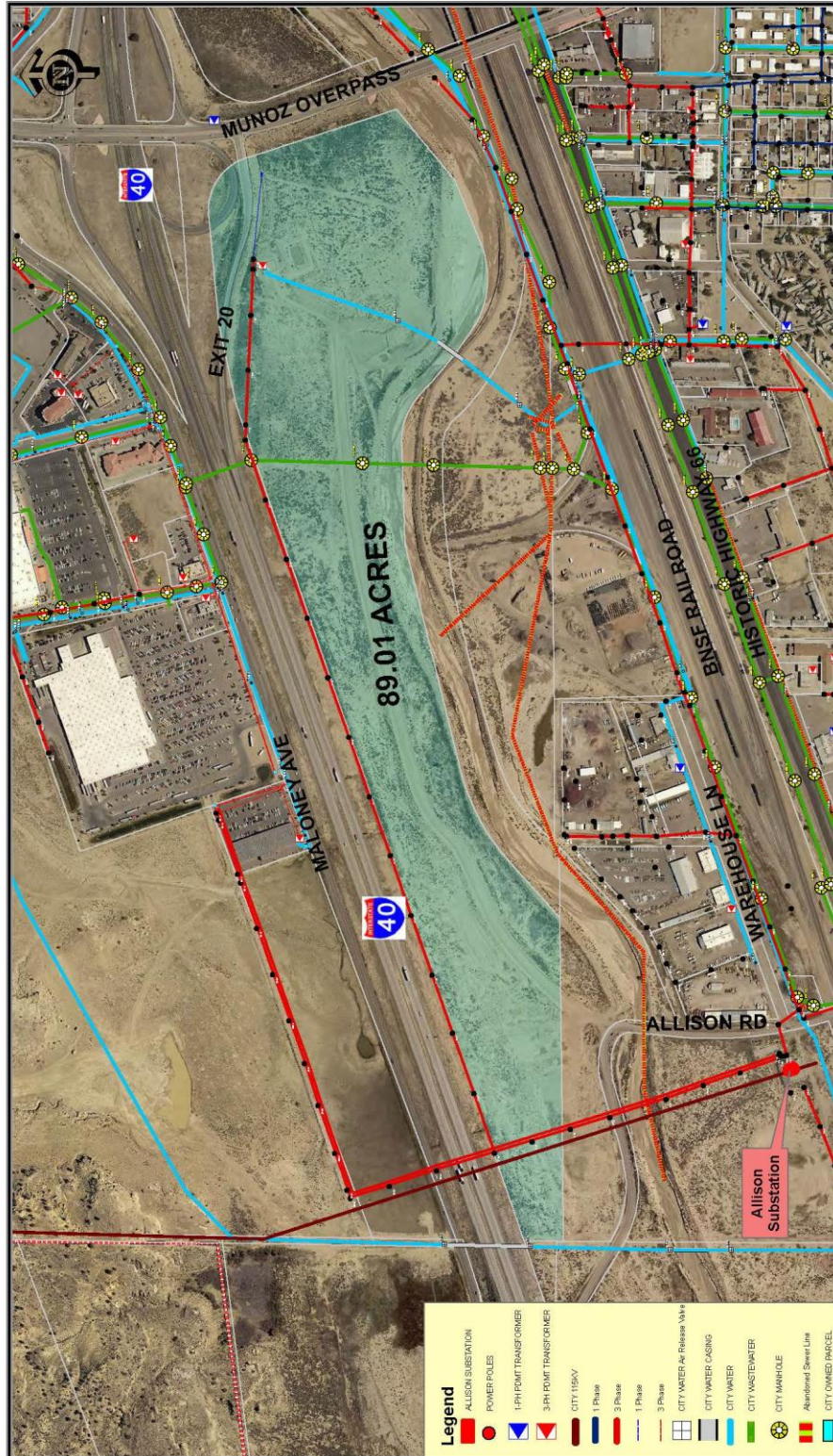
compliance. Selection will be based on the proposal that will provide the best value, lowest levelized cost of energy to the City. The power generated will be for use of the Gallup Electric Utility network load serving its residential, business and industrial customers only. Proposers are encouraged to provide proposals offering their “best value” to Gallup in the form of a Purchase Power Agreement (“PPA”) with a Facility Purchase Option. Gallup will evaluate the proposals to ensure they are in compliance, or can be negotiated to comply with the current contracts with CDEC and WAPA, and select the best value, lowest levelized cost of energy proposal. All pricing shall include total costs for Financing, Engineering, Procurement, Construction, Commissioning, Operation and Maintenance for the term of PPA proposed. (Ownership may occur immediately upon expiration of the PPA or at a prescribed time after commissioning as negotiated by the City and successful Proposer). The engineering shall include complete interconnection to the City’s existing electrical utility grid, any and all state and federal permitting and all necessary equipment and service to interconnect the facility to the City’s distribution system at the specified location and voltage for distribution to the City’s customers concurrent with the electricity delivered by Gallup’s current wholesale electric suppliers. The Proposer shall include in its proposal all elements necessary for a turnkey project including any applicable rebates, applications, grid interconnection agreement, production monitoring requirements (including the NM Balancing Authority), all permits and approvals from governing agencies and all labor, taxes, services and equipment to provide power to the City of Gallup. All fees required by other jurisdictions shall be the responsibility of the provider. Provider shall obtain a City business license.

This procurement is governed by City of Gallup City Code, 1-9, Procurement Code. The City has also retained Stelzner, Winter, Warburton, Flores, Sanchez & Dawes, P.A. to assist in the development of this Request for Proposals (RFP), evaluation of resulting proposals, and eventual contract negotiations.

Site Description

The City owns approximately 89 acres of land located east of Allison Road and adjacent to Interstate 40 that is suitable for installation of the solar photovoltaic array. Access to the property is from Allison Road at the far west end of the property and the electrical interconnection will also be located at the far west end of the property. The City will provide a limited easement for the property to the successful proposer for a term adequate to allow for construction, operation and maintenance of the solar photovoltaic generation facility until the plant is transferred to the City in accordance with the definitive terms a PPA and appropriate facility purchase and sale agreement. Following is an aerial photograph depicting the general site location with the pertinent utilities indicated:

City of Gallup Proposed Solar Farm



PROPOSAL Time Schedule:

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1.3 Request for Clarification

Firms requesting clarification pertaining to this RFP should submit all requests in writing via email by 5:00 PM, MST, December 18, 2015, to Frances Rodriguez, Purchasing Director; fr Rodriguez@gallupnm.gov.

1.4 Prohibited Contacts

Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Division staff relating to this RFP or the City's consultant is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Director as previously stated in para.1.3 above and by the time specified. Inquiries received after the deadline may not be considered.

1.5 Bribery and Kickbacks

As required by 13-1-191, NMSA (1978), it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (30-24-1, NMSA 1978). It is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (30-24-2, NMSA 1978). It is a fourth-degree felony to commit the

offense of soliciting or receiving illegal kickbacks (30-41-1, NMSA 1978). It is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (30-41-2, NMSA 1978).

1.6 Laws and Regulations

This procurement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Gallup. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Gallup, New Mexico

1.7 Equal Employment Opportunity

No Proposer shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. All subcontractors will be required to comply with the same laws, procedures, policies, and regulations as the Respondent.

1.8 General Proposal Information

1. All proposals shall include all appurtenances necessary for completion, operation and maintenance of the plant and delivery of power to the specified location on the Gallup electrical distribution system.
2. Proposers are encouraged to carefully review this RFP in its entirety before submitting a PROPOSAL.
3. All PROPOSALS submitted will become the property of the City of Gallup.
4. A submitted PROPOSAL may be modified or amended only if the modification or amendments are received prior to the PROPOSAL submission deadline.
5. If Proposer forms a joint venture, a signed copy of the joint venture agreement will be requested if Proposer is selected for negotiations. Do not submit the joint venture agreement with the PROPOSAL.
6. A PROPOSAL may be considered non-responsive if it does not include the return receipt

from Gallup, is conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the PROPOSAL.

1.9 Rights Reserved to Gallup

Gallup reserves the right to:

1. Reject any or all PROPOSALS;
2. Select one or more PROPOSAL(S) deemed most advantageous to Gallup, and enter into negotiations with Proposers;
3. Dispose of property as it chooses, including, but not limited to, public sale.
4. Verify all information submitted in the PROPOSALS;
5. Withdraw this solicitation at any time with no obligation to negotiate or enter into any form or type of Agreement, with any Proposer;
6. Negotiate one or more Purchase Power Agreement(s), if applicable and based on submitted PROPOSALS.
7. Supplement, amend, modify, or cancel the RFP;
8. Extend the times and dates set forth the RFP;
9. Issue additional and subsequent RFPs and to conduct further investigations with respect to the qualifications of a Proposer; and,
10. Amend any type of Agreement(s) resulting from this RFP to incorporate necessary attachments and exhibits or to reflect negotiations between Gallup and the successful Proposer(s), and
11. Negotiate alternate arrangements for the solar plant purchase and construction after selection of the most responsive Proposer.
12. Allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on Gallup in the current term or in any future terms.

1.10 Validity

PROPOSALS must be valid for a period of at least three (3) months from the closing date and time of this RFP. No proposal may be withdrawn or modified by the Proposer during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

1.11 Preferences

A 5% preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business. A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978. The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no proposer will receive more than one of the applicable preferences.

For information on State of New Mexico resident business or veteran's resident business bidder's certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Businesses" and click on "In-State Preference Certification" under "Popular Information". The following link may also be used: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. **You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.**

1.12 Pre-Contractual Expenses

Gallup shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their PROPOSALS. Proposers shall not include any such expenses as part of their PROPOSAL. Pre-contractual expenses are defined as expenses incurred by the Proposer in preparing its PROPOSAL in response to this RFP; submitting that PROPOSAL to Gallup; negotiating with Gallup any matter related to the PROPOSAL; and, any other expenses incurred by the Proposer prior to the date of award and execution of any Agreement associated with this RFP.

1.13 Confidentiality

1. The City of Gallup's policies and actions are consistent with the City of Gallup, NM Home Rule Code Para. 1-9-6 and the State of New Mexico Procurement Code Para. 13-1-116 NMSA 1978 COMP. All proposals will be open to public inspection **AFTER** RFP is awarded except as otherwise provided by the applicable sections of the New Mexico Public Records Act.
2. Proposer may provide supplemental information exempt from public disclosure under New Mexico Gov. Code(s), including "trade secrets" under Evidence Code(s) as applicable. Such supplemental information **shall not be material** to the required submittal information and Gallup shall be under no obligation to consider such supplemental information in its evaluation.
3. If submitting confidential, supplemental information, such information shall be printed and submitted separately from the rest of the submittal. It shall be clearly marked "Confidential." Upon completion of its evaluation, Gallup will destroy any confidential, supplemental information submitted, or return such information to Proposer if so requested. **This confidentiality clause covers the "Evidence of Financial Capacity".**

1.14 Protest Procedure

Any proposer who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after KNOWLEDGE of the facts or occurrences giving rise thereto, state the grounds for the protest, and the relief requested.

1.15 Execution of Agreements

After a Proposer is selected, the execution of any agreement(s) is contingent upon the successful negotiation of terms, negotiation of final power costs, terms of the agreement, acceptability of fees, and formal approval by the Gallup City Council.

1.16 Insurance

Proposer shall obtain and maintain at their own expense throughout the life of contract the following insurance in the amounts shown below with insurance companies authorized to do business in and or for the State of New Mexico, covering all services under the agreement for services whether performed by the selected firm, its agents or employees. If necessary, insurance coverages shall be coordinated with the City's existing insurance program. Proposer shall furnish to the City certificates of insurance in form satisfactory to the City, showing that they have complied with this provision.

- Comprehensive commercial, general and automobile liability for injury and death, and damage to real property in an amount not less than \$2,000,000 combined single limits for bodily injury and/property damage. The City shall be named as an additional insured.
- Workers' Compensation insurance for the firm's employees in accordance with the requirements of the State of New Mexico.
- Excess liability insurance in an amount not less than \$2,000,000 per claim and in the aggregate. (above amounts are used from a template, we can change)

OR

Proposer shall state its willingness and ability to provide Gallup with required insurance coverage prior to execution of any associated Agreement(s). The insurance coverage required for

this RFP is as follows: General Liability = **\$2,000,000** Automobile Liability = **\$1,000,000** Workers' Compensation insurance covering all of Proposer's employees shall be furnished in accordance with the Statutory Requirements of the State of New Mexico and shall include Employers' Liability insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.

1.17 Assumption of Risk and Indemnity

In addition to other provisions regarding assignment of risk between the parties, language regarding assumption of risk and indemnity, substantially in the form set forth below, shall be required to be included as part of any Agreement(s) negotiated with Proposer:

“Proposer shall assume all risk of loss to itself, which in any manner may arise out of the use of City property or infrastructure under an Agreement to engineer, procure, install, and/or operate any Solar Photovoltaic generation facility. Further, Proposer hereby agrees to indemnify and defend City and its directors, officers, and employees against any and all liability and expense, including the reasonable expense of legal representation whether by special counsel or by City's staff attorneys, resulting from injury to or death of any person, or damage to any property, including property of City, or damage to any other interest of City, including, but not limited to, suit alleging noncompliance with any statute or regulation which in any manner may arise out of the issuing of any agreement(s) entered into between the proponent and Gallup, or use by Proposer, or any adjoining land used with Premises. Proposer assumption of risk and indemnity obligations under this Paragraph shall include, but not be limited to, any action brought against City that includes an allegation of the dangerous condition of property as a specific cause of action.”

SECTION 2: DEVELOPMENT OPPORTUNITY

2.1 Project Description

Gallup is seeking proposals from qualified firms to enter into an Agreement to provide solar energy to the City-Owned Gallup Electric Utility department. All agreements will be subject to Gallup's current wholesale power supply contracts with the Western Area Power Authority (WAPA), Continental Divide Electric Cooperative (CDEC) as well as consistent with Gallup's Network Integration Transmission Service Agreement with PNM ("PNM-NISTA") and Point-to-Point Transmission Service Agreement with Tri-State ("TS-P2P"). The City currently owns property previously described in Section 1.2 where the solar energy plant will be located. This requests proposals for a 10 MW AC Solar PV plant that will be split into two parallel 5 MW AC arrays for interconnection to two (2) separate 13.8 kV feeders originating out of the Allison Substation. The points of interconnection will be located at the far west end of the property and the City of Gallup will be responsible for any necessary off-site or "outside the fence" distribution system upgrades including the main means of disconnecting the arrays from the City distribution system and a revenue grade electric meter. Proposers will be responsible for all "inside the fence" project components including the switchgear, meter enclosure, transformation from the project voltage to 13.8 kV and necessary circuit/plant protection. Pursuant to the City's Network Operating Agreement with PNM ("PNM-NOA"), interconnection of the solar PV generating facility shall not occur unless either (i) the owner or operator of such generating facility has executed an agreement with Gallup assuring the generation facility operates in accordance with Safety and Reliability Requirements acceptable to PNM, or (ii) PNM and Gallup have jointly determined to exempt such generation facility from any such requirements. The City will work with the successful Proposer to determine the most efficient course of interconnection coordination consistent with the terms and conditions of the PNM-NOA.

System Requirements/Array Infrastructure:

- a. All equipment incorporated into this project shall be in compliance with New Mexico Interconnection Manual and rule 17.9.568 NMAC (most recent editions)
- b. PV modules shall be listed by Underwriter's Laboratories for compliance with UL1703. Modules shall comply with the requirements of IEC 1215.

- c. The inverter(s) shall be listed by Underwriter's Laboratories for compliance with UL1741. Inverters shall comply with the requirements of IEEE 1547.
- d. All field installed wiring and equipment shall comply with the requirements of the NFPA 70: National Electrical Code and all applicable local codes and requirements.
- e. All DC source and output circuit wiring shall be sized to minimize energy loss. Voltage drop shall be no greater than 5% on any string circuit, and no more than 3% on any output circuit. Voltage drop shall be calculated using rated maximum power voltage and maximum power current for the circuit. Usually the cumulative voltage drop for the furthest load shall not exceed 5%. The ungrounded conductor of each DC source circuit shall be made accessible inside the junction/combiner box, or within three feet of the combiner box, to allow current measurement using an inductive ammeter.
- f. Each DC source circuit shall be identified at the junction/combiner box to facilitate troubleshooting and diagnosis of module and string wiring faults.
- g. All inverter AC output circuits and wiring shall be sized to minimize energy loss. Voltage drop shall be no greater than 2% on any inverter output circuit, from the inverter to the point of interconnection with the utility, as calculated using inverter-rated continuous output current and nominal AC terminal voltage. Same as above in regards to the voltage drop.
- h. All Contractor Materials shall be installed in a manner that is consistent with manufacturer's installation instructions and requirements. The City reserves the right to provide input on installation requirements.
- i. All exposed wiring shall be supported and secured in place using fasteners not subject to ultraviolet degradation. Wire shall not be secured using fasteners or hardware made exclusively of plastic or nylon.
- j. Marking is needed to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking should be weather resistant. Use UL 969 as standard to weather rating (UL listing of markings is not required).
- k. The marking should be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.
 - i. Marking Content and Format
 - ii. Marking Content: CAUTION: SOLAR ELECTRIC CONNECTED

- iii. Red Background, White Lettering, Minimum 3/8" Letter Height, All Capital Letters (Arial or similar Font, Non –Bold).
- iv. Reflective, Weather resistant material suitable for the environment (durable adhesive materials meet this requirement).
- l. Marking for DC Conduit, Raceways, Enclosures, Cable Assemblies, and Junction Boxes.
 - i. Marking is required on all interior and exterior dc conduit, raceways, enclosures, cable assemblies, and junction boxes to alert the fire service to avoid cutting them. Marking should be placed on all interior and exterior dc conduit, raceways, enclosures, and cable assemblies, every 10 feet, at turns and above and/or below penetrations and all DC combiner and junction boxes. Marking for all AC circuitry- for 277/480 place a single band of super 33 orange at each coupling and junction box around every conduit containing this voltage-same for 120/208 however the color band for this voltage shall be black.
 - ii. CAUTION: SOLAR ELECTRIC SYSTEM CONNECTED Marking Content and Format.
 - iii. Marking Content: CAUTION: SOLAR ELECTRIC CONNECTED.
 - iv. Red Background, White Lettering, Minimum 3/8" Letter Height, All Capital Letters (Arial or similar Font, Non –Bold).
 - v. Reflective, Weather resistant material suitable for the environment (durable adhesive materials meet this requirement).
- m. Inverters - No markings are required for the inverter.
- n. Conduit runs between sub arrays and to DC combiner boxes should use design guidelines that minimize total amount of conduit on the ground by taking the shortest path from the array to the DC combiner box. Unless otherwise agreed by the City, this conduit shall be underground.
- o. The DC combiner boxes are to be located such that conduit runs are minimized in the pathways between arrays to limit the hazard of cutting live conduit in venting operations.
- p. Permit fees will be paid by Developer. The Developer is responsible for all permit coordination, site inspections, and permit compliance.
- q. The Developer shall develop an on-site Project Safety Plan for review and approval by the City. The Developer shall administer and enforce the City approved on-site Project Safety Plan for the Project. The Developer shall monitor and enforce Project construction

and is responsible for safety and health issues relating to their workers at the Project Site. This shall include workers in direct employment of the contractors and workers involved in a subcontracting, equipment supply, or any other project related oral or written arrangement with the Developer. The Developer shall report accidents, claims, and other on-going safety related issues to the City in a manner consistent with City-wide reporting.

2.2 Proposer Responsibilities

1. **Suitability of Proposed Site:** It is the responsibility of Proposer to determine the adequacy of the proposed site. Proposer shall use the documentation provided through this RFP, Proposers own field evaluations and other due diligence to make its own determination regarding the site's physical (flood plain, soil, rock, and subsurface condition) and interconnection suitability. Proposer assumes all risk for any changed conditions that may occur during the progress of the work. Gallup shall have no responsibility for insufficient data or incorrectly assumed conditions concerning proposed site(s). Gallup will make available applicable records in its possession.
2. **Power Purchase Agreements (PPAs):** Gallup anticipates negotiating the following items into any Agreement(s) generated as part of this project, which will have an impact on the selection associated with this RFP:
 - a. **Commercial Operation Date** – The commercial operation date and commencement date for the Term of the PPA shall be no later than 12/31/2016.
 - b. **Term: 5, 7 or 10 Years** - Proposers may provide proposals for any one or all of the contract term options. Please provide separate Pricing proposals for each contract Term proposed.
 - c. **Interconnection:** Provider will include all inside the fence costs to interconnect to the City's distribution system at the approximate location indicated on the site map (west end of the property), at the distribution voltage of 13.8 kV and will include the necessary equipment for metering the generation output of the solar generation facility.
 - d. A right to enter into alternative financing arrangements including, but not limited to, a Power Purchase Agreement under the New Mexico laws for third party

generation opportunities.

- e. A right to purchase the facility out right concurrent with the expiration of the PPA or at any time post installation as mutually agreed between the Developer and the City.
- f. All Renewable Energy Credits generated from the solar facility will be the property of the City.
- g. The ability to create jobs with local labor force, including construction of the facility and operation of the facility.
- h. A potential for educational opportunity with State Universities and local educational facilities, and,

It is anticipated that all Agreements for development of the solar energy project will include requirements to develop the installations within mutually agreed upon timeframes.

- 3. **Financial Responsibility:** Financing of the proposed project shall be the sole responsibility of the Proposer(s) and shall include all development, permitting, operational, monitoring and maintenance costs and expenses. Proposers will also be responsible for securing all State of New Mexico, McKinley, City of Gallup, and all other applicable permits for installation of a renewable energy project at its own costs, including all applicable interconnection agreement costs and interconnection system impact studies if deemed needed.
- 4. **Financial Capability:** For Gallup, a primary characteristic of a qualified Proposer is financial capacity. The PROPOSAL must demonstrate that the Proposer is capable of and committed to performing under the anticipated contract. The financial strength of the Proposer and the ability to bring equity or other private financing to the project will be assessed prior to entering into any contractual arrangements. A determination of the Proposers commitment of financial resources to the project will be a gauge for negotiating a contract (including, but not limited to ability to guarantee power production for a period no less than 20 years with equipment proposed in the response).
- 5. **Parent Guarantee:** If using the financials of a parent company, Proposer shall provide Gallup a parent guarantee which shall be maintained in full force and effect from the Effective Date until 30 days after the final day of the Warranty period or PPA agreement

which ever comes last. **Note: In event of default, the owner may proceed against this parent guarantee.**

6. **Water Conservation:** The proposed solar generation facility will emphasize water conservation including, but not limited to New Mexico water law, McKinley County water conservation, Gallup Waste Water Treatment Plant reclaimed water, and other water conservation methods.

SECTION 3: EVALUATION CRITERIA

The following evaluation criteria will be used for the evaluation and selection of Proposer. Each PROPOSAL will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below. General overall developer/contractor qualifications from State of New Mexico Public Facility Energy Efficiency and Water Conservation Act that are mandatory are as follows:

1. Minimum of three (3) operational projects 1MW or greater that are currently in commercial operation or are under construction and near completion. Proposer/Developer will be required to provide a list of those projects with references and contact information.
2. Developer/contractor is a licensed NM General Contractor and Electrical Contractor.
3. Proposer must show at least 10MW of recent interconnection experience of which there must be two projects greater than 1MW installed in the past three years.

The above qualifications refer to project experience and not product sales.

Provide proof of each of the three (3) items listed above.

3.1 Staffing

Proposers will be responsible for financing, planning, designing, permitting, building, owning, start up and operating (or training City staff prior to when the facility is purchased by/transferred to the City) and maintaining any proposed solar generation facility. PROPOSAL will be evaluated on:

1. Staff experience with Utility Grade Solar installations and references to operating facilities;
2. Experience with projects with Municipal, University, or other government agencies;
3. Team member's experience and individual credentials, training, education, and licenses (emphasis on proposed key personnel, include resumes and references);
4. Clarity identifying the role and interplay of key personnel, support positions, and sub-contractors for this project;
5. Staffing capabilities to provide personnel in view of Proposer's current workload and workload backlog;
6. Proposer's team organization and management; and,
7. Potential Gallup and New Mexico construction, operation and maintenance jobs created with the proposed project (this will receive priority ranking to Proposers RFP's).

3.2 Financial Capability

Proposers must describe their financial capability to meet development costs, start- up expenses, and ongoing financial obligations associated with solar generation facilities of the magnitude indicated in this RFP. The Proposer must also demonstrate that it is capable of and committed to performing under any Agreement(s) associated with this project for development of solar generation facility. A determination and willingness of the Proposer to commit its financial resources to the project will be a gauge for becoming a qualified Proposer. The following information will be evaluated:

1. Financial strength, including financial partners, financing sources and history of

relationships with these institutions;

2. Finance strategy, including amount to finance (include previous completed projects strategy);
3. Contact information for two (2) financial and two (2) business references & credit rating;
4. Corporate partnerships, LLC, or other structure;
5. Provide company profile including: Proposer's officers, directors and owners or shareholders having (10%) or more interest or ownership of Proposer. If a partnership or joint venture between two or more parties or entities is contemplated, a description of past and current relationship of the parties must be included;
6. Demonstrate capability to assume and carry out the financial obligations of the project and all other projects to which Proposer is committed to other parties;
7. Provide a list of all legal proceedings (including bankruptcy) to which Proposer or its subsidiaries or affiliates have been a party during the last ten (10) years; and,
8. Draft Project Pro Forma estimating on a global level, at a minimum, development costs, projected revenue from power generation and sale based on the proposed PPA arrangement and timing of the sale of the plant to the City, other income, operating expenses, construction loan payments, and any lease payments into power cost.

3.3 Technical Approach

1. Gallup will give additional consideration to proposal deemed to offer the best value and lowest levelized cost of energy.
2. Extra consideration will be given to proposals which include New Mexico based manufacturers providing system components.
3. Detailed baseline schedule for completion of major milestone activities;
4. Interconnection strategy to Gallup electric infrastructure including narrative, maps and ability to access power distribution facilities.
5. Provide a detailed description of the following: site plan; design, one line of the system, facility size; rendering of facilities.
6. Detailed technical information and specifications regarding the system technology(s) to be deployed under this Agreement(s) such as; inverter type, solar panel origin/manufacture/type, racking origin/manufacture/type, balance of system

equipment/materials, power production rates over time, degradation rates, replacement plans and estimated power generation.

7. A detailed description of the Proposer's operation and maintenance plan.
8. Gallup will give preference to Proposers that include absolute guarantees on power production allowing the City to compute future rate structures from the Agreement(s).
9. Security of the plant site: Description of the security necessary for the site such as fencing, access gates, landscaping, etc. as it pertains to State and Federal requirements for energy generation facilities.

3.4 Business Elements

Among Gallup's goals is to generate a renewable revenue stream, improve its image with demonstrating the addition of alternative, clean, reliable energy to the City's power needs and stimulate potential for attracting new industry. Therefore, Proposer's PROPOSAL will be evaluated on the following:

1. PV system size (MW AC), to be a minimum of 10 MW AC.
2. PPA Term in years. Requested options are 5, 7 and/or 10 years.
3. PPA energy rate
 - a. Base year contract price (\$/kWh) – not including value of Renewable Energy Credits. Provide a pricing table indicating the fixed price for each contract year. (e.g. 5 year table below)

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5
Energy Price (\$/kWh)					

4. System buy-out/PPA termination cost schedule per year of proposed Term.
5. Total Power generation (Peak kW) values to 25 years
6. Annual Degradation Factor (%)
7. Base Year Minimum guaranteed energy output (kWh/Yr.)
8. Balance of Term Minimum Yearly guaranteed energy output (kWh/Yr.)
9. Requested optional length of a PPA (if proposing PPA Terms other than 5, 7 or 10 years);
10. Guarantee to the power and energy produced for the Term of the PPA that will be

included in any Agreement(s). Gallup will give preference to Proposers that include absolute guarantees on power and energy production allowing the City to compute future rate structures from the Agreement(s).

11.Detail elements of financing to implement the proposal

12.Discussion of the maintenance required for the solar plant equipment including, but not limited to inverters and expected replacement timeline through the life of the plant.

SECTION 4: PROPOSAL INSTRUCTIONS

4.1Instructions

PROPOSALS shall be marked “PROPOSAL FOR CITY OF GALLUP SOLAR PV RFP NO. 2015/2016/05/P” and submitted to the City of Gallup by December 30, 2015 at 2:00 PM MST
SUBMIT SEALED PROPOSALS TO:

VIA U.S. POSTAL SERVICE:

City of Gallup
Purchasing Division
P.O. Box 1270
Gallup, NM 87305

VIA COURIER SERVICE OR IN-PERSON:

City of Gallup
Purchasing Division
110 W. Aztec Avenue
Gallup, NM 87301

Firms not adhering to this protocol may be deemed non-responsive. PROPOSALS received after the stated time and date, will be considered late and will be automatically rejected. **Please allow ample time for delivery of your proposals by the due date.**

4.2Response Requirements

The information requested below will be used to evaluate the Proposer’s PROPOSAL based on the criteria outlined in Section 3. Proposers may be deemed non-responsive if they do not respond to all Sections A through I of the scoring criteria below. PROPOSAL(S) must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. All proposals shall be typed and single-spaced, letter format, with font size no smaller than 11 point. Proposal pages shall be numbered consecutively and shall not exceed 30 pages. One (1) original, five (5) complete paper copies, and one (1) electronic .pdf version of the proposal shall be included in the

proposal submission. Items that are not counted as part of the 30 page limit are: cover letter, staff resumes and additional supplemental information (project related). Supplemental information may include photographs of past projects, charts, graphs, letters of reference supporting proposer's performance from past clients, and other materials considered beneficial. Larger "pull outs" or maps as 11'X17" will be considered one page. **Excessive or irrelevant materials will not be favorably received.** PROPOSAL(S) shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below and will be evaluated per the points available:

<u>Proposal Contents:</u>	<u>Points Available:</u>
A. Executive Summary Letter	Pass/Fail
B. Validity of PROPOSAL	Pass/Fail
C. Statement of Compliance	Pass/Fail
D. Certificate of Insurance	Pass/Fail
E. Campaign Contribution Form	Pass/Fail
F. Staffing	150
G. Financial Capability	250
H. Technical Approach	300
<u>I. Business Elements</u>	<u>300</u>
Total =	1000
Local, NM Resident, or NM Resident Veteran Proposer	100 (maximum)
TOTAL Possible w/Preference	1100
Application of In-State Preference:	

- 1.) Pursuant to Section 13-1-21(C) (2), NMSA 1978: When a public body makes a purchase using a formal request for proposals process.

- a.) If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran's business may be awarded up to a (10) ten percent preference of the total possible points.
 - b.) The City's RFP award process is based on a point system with 1000 points possible. With the in-state preference applied, 1050 points will be possible; with the Resident Veteran's Preference applied a maximum of 1100 points are possible.
- 2.) Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection E of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

A. Executive Summary Letter This letter shall be a brief formal letter from Proposer that provides information regarding the firm and its ability to perform the requirements of this RFP.

This letter must include the following information:

1. Proposer Information
2. Name of Firm (as it appears on W-9 Tax form)
3. Other Name(s) of Firm (with acronym)
4. Description of the Organization: Corporation, Limited Liability Company, Sole Proprietorship etc.)
5. Address
6. City, State & Zip
7. Main Telephone
8. Contact Name
9. Contact Telephone
10. Contact Facsimile
11. Contact E-mail Address

12. Partner(s) Information (if submitting a Joint Proposal)
13. Firm Name
14. Address
15. City, State & Zip

B. Validity of PROPOSAL Responses to this RFP shall be valid for a minimum of 3 (3) months. Submissions not valid for at least three (3) months will be considered non- responsive. The Proposer shall state herein the length of time for which the submitted PROPOSAL shall remain valid.

C. Statement of Compliance Proposer shall include in this section a statement of compliance with all parts of this solicitation.

D. Certificate of Insurance Proposer shall state herein the willingness and ability to provide the required insurance coverage and ACORD insurance form. Insurance requirements are listed in Section 1.16. Gallup shall request the actual ACORD insurance form prior to execution of any Agreement(s).

E. Campaign Contribution Form A form is included with this RFP. Proposer must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.

F. Staffing Proposer shall provide the following:

1. Items listed in **3.1 Staffing** above.

G. Financial Capability/Information Proposer shall provide the following information:

1. Items listed in **3.2 Financial Capability** above.

Proposers will be required to submit the following information, only if requested upon completion of the evaluation process and prior to any negotiations:

1. Summary financial statements demonstrating the financial capacity to meet start-up expenses and ongoing financial obligations associated with a project of the size anticipated in providing the broadest range of services indicated herein. Summary financial statements shall include, at a minimum, an executive-level summary of the most current audited or unaudited financial report, including references to balance sheet, the most recent audited annual profit and loss statement, and income statement. Gallup reserves the right to verify Proposer's financial capacity prior to execution of any Agreement(s).
2. Provide a declaration from a surety company stating the ability to supply the performance bond specified. The Contractor shall furnish a performance bond for 100% of the amount of the Agreement as security for the faithful performance of the Agreement. This bond must be furnished prior to or at the time of signing an Agreement resulting from this RFP. The Contractor must be named as principal on the bond. No third party performance bond will be accepted. The Performance Bond must be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code [59A-1-1 NMSA 1978] and listed in the United States Treasury Department Circular 570 wherein the contractor is named as obligee, guaranteeing prompt and faithful performance. CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THIS BOND.

H. Technical Approach Proposer shall include in the section the following information:

1. Items listed in **3.3 Technical Approach** above.
2. **Note: all equipment shall conform to Section 2, System Requirements.**

I. Business Elements Proposer shall include the following:

1. Items listed in **3.4 Business Elements** above.

SECTION 5: EVALUATION PROCESS AND NEGOTIATIONS

5.1 Evaluation Process

PROPOSALS will be reviewed by Gallup and/or the Gallup designated representative to verify compliance with submission instructions, response requirements, and minimum requirements. Any PROPOSAL(S) not meeting the minimum requirements shall be deemed non-responsive, unless the particular item is waived (for all Proposers).

PROPOSAL evaluation will commence immediately following proposal submission. During the evaluation process the City may request clarification, as necessary, from Proposers. Proposers should not misconstrue a request for clarification for negotiations. Proposers should contact City of Gallup Purchasing Director at 505 863-1334 ext. 11334 for proposal review status.

Gallup may select qualified Proposer(s) based solely on the submitted PROPOSAL. Following the evaluation of the submitted PROPOSAL(S), a short list of the most qualified Proposers may be developed based on the criteria outlined in Section 3. Gallup may elect to have the short list of Proposers give oral presentations. Short-listed Proposers must be prepared to give their presentation in person within five (5) business days of the request by Gallup. Gallup may ask short-listed firms to submit a “best and final” PROPOSAL.

5.2 Negotiations

Negotiations regarding any Agreement terms, conditions, scope of work, and pricing will be conducted with winning Proposer. Specific attention will be given to buy-out price/finance terms of outright purchase of the solar plant and/or terms of the PPA acceptable to the City under their terms of current contracts with WAPA and CDEC. After Gallup engages the winning Proposer in negotiations, if satisfactory agreement provisions cannot be reached, then negotiations may be terminated. Gallup may elect to contact another firm submitting a PROPOSAL. This sequence may continue until an Agreement is reached.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

Resident Veterans Preference Certification

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

_____ (NAME OF PROPOSER) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check the box that applies:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Proposer Preference under Sections 13-1-21 or 13 -1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un- award of the procurement involved if the statements are proven to be incorrect.